

{FRESH PRODUCE MARKET (FPM)} Vendor Agreement
Between

{AGENCY}

AND

(Insert vendor name here)

This agreement is made and entered into by and between the {AGENCY} (hereinafter referred to as "Agency"), and _____, (hereinafter referred to as "Vendor").

I. Purpose

The purpose of this agreement is to market and provide fresh produce to employees of {AGENCY} at the {LOCATION} location. The provision of produce will be the focus of this project designed to provide accessibility to healthier foods.

This project will utilize the Department of Defense's (DoD) "Fresh" program. The DoD will provide {AGENCY} with an approved vendor who has contracted with DoD through a competitive bidding process, and who is licensed to sell products on Federal property. The Produce Business Unit (which implements the DoD "Fresh" program) is the worldwide "Provider of Choice" for fresh fruits and vegetables to America's Military Services, the National School Lunch Program and Indian Reservations in partnership with the United States Department of Agriculture, and other Federal civilian agencies. The Produce Business Unit plans, manages, and directs all procurement actions for the acquisition of fresh fruits and vegetables to ensure the highest quality product at the most reasonable prices.

II. Scope of Services

(a) Vendor hereby agrees to furnish the following services:

- (1) The vendor will come to the {AGENCY} {LOCATION} every {WEEKDAY(S)}, beginning {DATE}. Vendor understands that the day of the week may be subject to change if {WEEKDAY(S)} is/are not the preferred day of the focus group participants.
- (2) The vendor will arrive each {WEEKDAY(S)} morning during the term of the project early enough to set up and be prepared to sell produce. The vendor will sell produce from {TIME} to {TIME}.
- (3) In the event of inclement weather, Vendor must contact Agency to determine if that day's event should be re-scheduled. If rescheduling occurs, Vendor will arrive at the designated location on {WEEKDAY}. If the alternate day is also affected by inclement weather, or Vendor is not available that day, then event will be cancelled for the week.
- (4) Vendor will sell only fruits, vegetables, legumes, herbs, and some nuts. If nuts are sold, they are not to be prominently displayed or marketed. Agency must be consulted before an item is placed on the inventory for sale to employees.
- (5) Items for sale must be reasonably priced in accordance with the current fair market value (FMV) for the items. If an item being considered for sale is out of season, thereby significantly affecting the cost of the item, the item shall not be made available for sale to employees.

- (6) Vendor must maintain receipts of all sales. Copies of sales receipts must be provided to the employee customer, as well as to the Agency team evaluating the project. All receipts must include the date of purchase and sale information. Receipts may not contain any identifying information regarding the customer. Should Vendor sell any items to the public-at-large during the course of the demonstration project, Vendor should maintain receipts from those sales separately from receipts of sales to Federal employees.
- (7) Vendor will be responsible for fulfilling all necessary state and local permit and zoning requirements, essential to the operation of a vending facility on public property.

(b) Agency hereby agrees to furnish the following services:

- (1) Agency will provide all appropriate security clearances and site access to Vendor to ensure that vendor has ready access to the designated vending area.
- (2) Agency will announce the presence of Vendor and the services provided through use of the Agency e-mail announcement system, as well as through written communications (flyers, posters, etc.)
- (3) Agency will approve all items offered for sale by Vendor to ensure that they are aligned with the goal of the project.

III. Insurance/Liability

Vendor shall provide to Agency proof of insurance and liability coverage, if applicable. Vendor shall maintain insurance for the length of demonstration project. Vendor understands that Agency will not indemnify Vendor for any damages or harms resulting from products sold or actions taken by Vendor during the term of this agreement.

IV. Quality Assurances

Vendor shall provide assurances and guarantee quality of all merchandise sold on Agency property.

V. Payment and Compensation

Vendor understands that no payment will be received by Vendor from Agency for services provided under this agreement. Vendor will receive payment for items sold only from those Federal employees utilizing its services.

VI. Non-Assignability

Vendor shall not assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of Agency.

VI. Governing Law

This agreement shall be governed by and construed in accordance with all applicable Federal laws and regulations.

VII. Term of Agreement

This agreement will become effective {DATE}, and terminate on {DATE}. Vendor and Agency will decide, based upon participation level in the demonstration project, whether to continue the activity beyond {DATE}.

VIII. Termination

Either party may terminate this agreement at any time by providing thirty (30) days written notice to the other. The agency may terminate this agreement for cause based upon the failure of the Vendor to comply with the terms and/or conditions of the agreement; provided that the Agency shall give Vendor written notice specifying the Vendor's failure. If within _____ days after receipt of such notice, Vendor shall not have both corrected such failure and thereafter proceeded diligently to complete such correction, then the Agency may, at its option, place the Vendor in default and the agreement shall terminate on the date specified in such notice.

X. Entire Agreement

This agreement represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

XI. Conformance

If any provision of this agreement violates any statute, rule or regulation of Federal law or the State of {STATE}, it is considered modified to conform to that statute or rule of law.

XII. Approval

This agreement shall be subject to the written approval of the Agency's authorized representative and shall not be binding until so approved. The agreement may be altered, amended, or waived only by a written amendment executed by both parties.

This agreement, consisting of ____ pages, is executed by the persons signing below who warrant that they have the authority to execute the agreement.

[Vendor's Name]

{AGENCY}

Signature

Signature

Title Date

Title Date

EXAMPLE